

**SOFTWARE SUPPORT AND LICENSE RENEWAL AGREEMENT BETWEEN  
WEBB COUNTY AND SHI GOVERNMENT SOLUTIONS**

**WHEREAS** at a Webb County Commissioner's Court Meeting held on the 13<sup>th</sup> day of November, 2018, the Court approved SHI Government Solutions, to provide the following services as an Independent Contractor/ Professional, Support for Implementation.

**NOW, THEREFORE, IT IS AGREED** by, and between the parties hereto the County of Webb, acting by and through its Commissioner's Court, hereinafter referred to as "County" and SHI Government Solutions, hereinafter collectively referred to as "Independent Contractor" and/or "Professional", shall resell to "County" products as more particularly described and set forth herein-below;

**Effective Date, Services Provided/Completion Date and/or Termination Date**

The effective date of this Agreement is December 1, 2018, the Independent Contractor's and/or Professional Reseller Services ("Reseller Services" shall mean the resale services provided by Independent Contractor/ Professional under this Agreement: i.e. sourcing and fulfilling the product identified in an order) shall be completed and submitted to "COUNTY", on or before thirty (30) days after the execution of this agreement and shall terminate upon (1) one year, review and written acceptance of the "Independent Contractor" and/or "Professional" Reseller Services or provided as described herein-below by "COUNTY".

**Services Provided**

It is hereby covenanted and agreed by the parties that the services to be provided to "County" by the "Independent Contractor" shall incorporate the requirements as set forth in this renewal.

**Compensation**

The County of Webb shall pay the Service Provider for such services the total sum of FIVE THOUSAND FIFTY SIX DOLLARS AND NINETY FOUR CENTS (\$5,056.94) for the above described services, which shall be paid within 30 days after receipt of invoice by "County".

**Independent Contractor**

In the performance of work, duties, and obligations required of the Independent Contractor and, whether one or more, under this Agreement, it is mutually understood, and agreed, that Independent Contractor is, at all times, acting and performing as an independent contractor. Webb County's sole interest is to assure that Independent Contractor services be performed and rendered in a competent, efficient, and satisfactory manner. The Independent Contractor hereby agrees to perform the services in strict accordance with approved methods, and practices, in the general field of his expertise.

**Terms and Conditions**

The Independent Contractor certifies, and affirms, that he/she/company is not legally, or professionally, disqualified from the performance of the duties under this Agreement. The Independent Contractor shall advise the County, in writing, of any change in status of the Independent Contractor which may materially affect the ability of Independent Contractor to legally, or professionally, carry out the duties herein.

**THIS AGREEMENT, IS “AT WILL”, AND MAY BE TERMINATED AT ANY TIME, BY WRITTEN NOTICE, OF EITHER PARTY.**

This Agreement may be modified, only in writing, executed by both parties, and approved by a majority of a quorum of the Webb County Commissioner’s Court.

Any notices required to be sent hereunder shall be sent as follows:

TO: Kristina Mann  
SHI Government Solutions  
1301 South Mo-Pac Expressway  
Austin, TX 78746  
(800) 870-6079  
E:Mail: [gregory\\_gonedas@shi.com](mailto:gregory_gonedas@shi.com)

TO: Joe Lopez, III  
Webb County Purchasing Agent  
1110 Washington St.  
Laredo, Texas 78040  
(956) 534-4125  
E:Mail: [joel@webbcountytexas.gov](mailto:joel@webbcountytexas.gov)

**Severability**

Each paragraph, and provision, hereof is severable from the entire Agreement, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

**Prohibitions Against Assignment.**

No assignment or transfer of this Agreement can be made without written consent of both parties, hereto.

**Venue/Laws of Texas**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, and the exclusive venue for any and all legal disputes between the parties shall be enforced and shall lie in the Webb County, Texas.

### **Notices**

All notices called for, or contemplated, hereunder shall be in writing, and shall be deemed to have been duly given, when personally delivered and/or via e-mail, or seventy-two (72) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

### **Entire Agreement**

This Agreement incorporates all the agreements, covenants, and understandings between the parties herein concerning the subject matter hereof; and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement, or understandings, verbal or otherwise, of the parties, or their agents, shall be valid, or enforceable, unless signed by both parties, and attached hereto, and/or embodied herein.

### **Amendment**

No changes to this Agreement shall be made except upon a signed written agreement of both parties.

### **Confidentiality**

Any confidential information provided to, or developed by, Independent Contractor, in the performance of the Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual, or organization without the prior approval of COUNTY.

### **Headings**

The headings used herein are for convenience only, and shall not constitute a part hereof, or affect the construction or interpretation hereof.

### **Counterparts**

This Agreement maybe executed in any number or, and by, the different parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute but one and the same document.

**Terminology and Definitions**

All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural, and the plural shall include the singular.

EXECUTED in duplicate originals this 13th day of November, 2018.

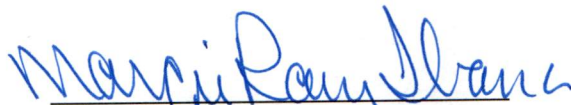
WEBB COUNTY, TEXAS

SHI Government Solutions,

  
\_\_\_\_\_  
Tano Tijerina  
Webb County Judge


  
\_\_\_\_\_  
Kristina Mann  
Sr. Contract Specialist

**ATTEST:**

  
\_\_\_\_\_  
Margie Ramirez Ibarra  
Webb County Clerk



**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Ramon A. Villafranca, Jr.  
Webb County Civil Legal Division\*

\*By law, the civil legal division may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Presented for Approval at the Webb County  
Commissioner's Court meeting held on the 13<sup>th</sup> day of  
November, 2018 # Led.



**VMWARE**

Pricing Proposal  
 Quotation #: 15094379  
 Reference #: BUDGETARY  
 Created On: 3/29/2018  
 Valid Until: 8/31/2018

**WEBB COUNTY**

**Gus Ornelas**  
 1110 WASHINGTON ST  
 LAREDO, TX 78040  
 United States  
 Phone: (956) 523-4893  
 Fax:  
 Email: gomelas@webbcountytx.gov

**IAM**

**Gregory Gonedes**  
 1301 South Mo-Pac Expressway  
 Suite 375  
 Austin, TX 78746  
 Send PO's to: Texas@shi.com  
 8008708079  
 5127320232  
 Phone: 800-870-6079  
 Fax: 512-732-0232  
 Email: gregory\_gonedes@shi.com

[Click here to order this quote](#)

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Basic Support/Subscription VMware vSphere 6 Standard for 1 processor for 1 year VMware - Part#: VS6-STD-G-SSS-C Contract Name: Emergency Preparedness (Carahsoft) Contract #: DIR-TSO-3926 Coverage Term: 2/19/2019 – 11/30/2019	2	\$205.71	\$411.42
2 Production Support/Subscription VMware vSphere 6 Standard for 1 processor for 1 year VMware - Part#: VS6-STD-P-SSS-C Contract Name: Emergency Preparedness (Carahsoft) Contract #: DIR-TSO-3926 Coverage Term: 12/1/2018 – 11/30/2019	6	\$311.70	\$1,870.20
3 Production Support/Subscription VMware vSphere 6 Enterprise for 1 processor for 1 year VMware - Part#: VS6-ENT-P-SSS-C Contract Name: Emergency Preparedness (Carahsoft) Contract #: DIR-TSO-3926 Coverage Term: 12/1/2018 – 11/30/2019	4	\$693.83	\$2,775.32
<b>Total</b>			<b>\$5,056.94</b>

**Additional Comments**

**Please Note: VMware has a zero returns policy.**

*The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.*

MARGIE R. IBARRA  
COUNTY CLERK  
FILED

2019 JAN -7 PM 3:45

WEBB COUNTY, TEXAS

BY   *12*   DEPUTY